

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Hampshire Community Loan Fund, Inc.		05/05/2008	Non-profit corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROC USA, LLC		
<b>Street Address:</b>	7 Wall Street		
<b>City:</b>	Concord		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03301		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77044525	ROC USA	
<b>Registration Number:</b>	3380268	THE MEREDITH INSTITUTE	
<b>Serial Number:</b>	77059988	ROC USA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(603)229-0423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	603-225-3350		
<b>Email:</b>	alembree@piercelaw.edu		
<b>Correspondent Name:</b>	Ashlyn J. Lembree, Esq.		
<b>Address Line 1:</b>	FPLC Intellectual Property & Transaction		
<b>Address Line 2:</b>	2 White Street		
<b>Address Line 4:</b>	Concord, NEW HAMPSHIRE 03301		
<b>ATTORNEY DOCKET NUMBER:</b>	1701 - NHCLF		
<b>NAME OF SUBMITTER:</b>	Ashlyn J. Lembree, Esq.		

OP \$90.00 77044525

Signature:	/Ashlyn J. Lembree, Esq./
Date:	08/05/2008
<b>Total Attachments: 8</b> source=NHCLF - ROC USA TM & Copyrt Asst#page1.tif source=NHCLF - ROC USA TM & Copyrt Asst#page2.tif source=NHCLF - ROC USA TM & Copyrt Asst#page3.tif source=NHCLF - ROC USA TM & Copyrt Asst#page4.tif source=NHCLF - ROC USA TM & Copyrt Asst#page5.tif source=NHCLF - ROC USA TM & Copyrt Asst#page6.tif source=Schedule A to NHCLF-ROC USA Asst#page1.tif source=Schedule A to NHCLF-ROC USA Asst#page2.tif	

**SERVICE MARK AND COPYRIGHT ASSIGNMENT AGREEMENT**  
**New Hampshire Community Loan Fund, Inc.**  
**To**  
**ROC USA, LLC**

**THIS SERVICE MARK ASSIGNMENT AGREEMENT** (“Agreement”) is entered into as of the 5th day of May, 2008 by and between NEW HAMPSHIRE COMMUNITY LOAN FUND, INC., a New Hampshire non-profit corporation having its principal place of business at 7 Wall Street, Concord, New Hampshire 03301 (“ASSIGNOR”), and ROC USA, LLC, a Delaware limited liability company having a principal place of business at 7 Wall Street, Concord, New Hampshire 03301 (“ASSIGNEE”).

**RECITALS**

**WHEREAS**, ASSIGNOR is the owner of the service mark registrations and service mark applications set forth in the attached Schedule A, (collectively the “Marks”), together with the associated goodwill, in connection with the services listed in Schedule A on which the Marks are used (the “Services”);

**WHEREAS**, ASSIGNOR is the creator and owner of all copyrights and any other rights in the original works of authorship set forth in the attached Schedule B, (collectively the “Copyrights”).

**WHEREAS**, ASSIGNOR desires to further its own charitable purpose and the charitable purpose of assignee by assigning, conveying, transferring, delivering, and contributing to ASSIGNEE the entirety of all of its rights, title, and interest in and to the Marks and Copyrights; worldwide, exclusive of the State of New Hampshire (the “Territory”); and ASSIGNEE desires to receive and accept such assignment, conveyance, transfer, delivery, and contribution from ASSIGNOR; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual agreements herein, and for other good and valuable consideration, ASSIGNOR and ASSIGNEE hereby agree to the following:

**SECTION ONE**  
**TRADEMARK ASSIGNMENT**

ASSIGNOR hereby assigns, conveys, transfers, delivers, and contributes to ASSIGNEE, its successors and assigns, the entirety of all of ASSIGNOR’S right, title and interest in and to the Marks, in and to all good will associated with the activities conducted in connection to, association with, or under Marks, and all income, royalties, damages and payments now or hereafter due or payable to ASSIGNOR with respect to the Marks; and all rights to sue for past, present and future infringement, misappropriation, or fraud in connection with the Marks. ASSIGNOR agrees that no rights in the Marks are retained by ASSIGNOR.

SECTION TWO  
COPYRIGHT ASSIGNMENT

ASSIGNOR hereby assigns, conveys, transfers, delivers, and contributes to ASSIGNEE, its successors and assigns, the entirety of all of ASSIGNOR's right, title and interest in and to the Copyrights, including all six exclusive rights, including but not limited to the rights of reproduction, adaptation and distribution, any and all moral rights and any other rights to the Copyrights, and all income, royalties, damages and payments now or hereafter due or payable in the Territory to ASSIGNOR with respect to the Copyrights; and all rights to sue for past, present and future infringement, misappropriation, or fraud in connection with the Copyrights in the Territory. ASSIGNOR agrees that no rights in the Copyrights are retained by ASSIGNOR excepting the retention of rights of use, reproduction, adaptation, and distribution amongst manufactured home communities, all exclusively within State of New Hampshire and the income, royalties, damages and payments related thereto. The retention of rights in New Hampshire shall be other and apart from the licensing of these documents back to Assignor by and through a standard Network Agreement with the Assignee.

SECTION THREE  
EXECUTION

ASSIGNOR agrees to execute all papers and to perform such other proper acts as ASSIGNEE may deem necessary to secure to ASSIGNEE all rights, title, and interest herein assigned.

SECTION FOUR  
RELATIONSHIP

This Agreement shall not act to alter the relationship between ASSIGNOR and ASSIGNEE or each respective entity's status as separate and distinct from the other. This Agreement does not create any manner of partnership, joint venture, or agency of either entity to the other. Neither party to this Agreement is a legal representative of the other, nor does it have the authority, right, power, or permission, from this Agreement, to obligate, bind, or act for, or on behalf of, the other party in any manner or setting.

SECTION FIVE  
GOVERNING LAW

This Agreement is made in the State of New Hampshire and shall be governed by New Hampshire State Law. Merrimack County, in the State of New Hampshire shall be the proper venue for any litigation concerning this Agreement.

SECTION SIX  
ENTIRE AGREEMENT

This is the entire agreement by and between NEW HAMPSHIRE COMMUNITY LOAN FUND, INC. and ROC USA, LLC and may not be modified or amended except by written documentation signed by both parties to this Agreement. Section headings in the Agreement are for convenience only and are not meant to expand or restrict the scope, substance or application of the provisions of the Agreement.

ASSIGNOR: NEW HAMPSHIRE COMMUNITY LOAN FUND, INC.

By: *Juliana Eades*

Name: *Juliana Eades*

Title: *President*

ASSIGNEE: ROC USA, LLC

By: *P. E. Bradley*

Name: *Paul E. Bradley*

Title: *President*

## **SCHEDULE B**

### **Registered Works**

Management Guide for Manufactured Housing Cooperatives (2003) (Reg. No. TX0005837457)

A Management Guide for Resident Owned Communities (2007) (Reg. No. )

A Management Guide for Resident Owned Communities (2008) (Reg. No. )

### **1984-2008 Unregistered Works**

1<sup>st</sup> Resident Meeting Agenda

1<sup>st</sup> Interim Board of Directors Meeting Agenda

1<sup>st</sup> Membership Meeting Agenda

2<sup>nd</sup> Interim BOD Meeting Agenda

3<sup>rd</sup> Interim BOD Meeting Agenda

Annual Meeting Checklist

Articles of Incorporation SAMPLE

Benefits of Living in a Resident Owned Community

Board and Member Responsibilities

Board Contact Form

Board Meeting Agenda-SAMPLE

Board Policy-TEMPLATE

Brief Officer Descriptions

Bylaws-TEMPLATE

Capital Improvements Planning-TEMPLATE

Checklist of Items Needed for Financial Package for Banks

Closing Documents Checklist-TEMPLATE

Closing Responsibilities Checklist-TEMPLATE

Code of Conduct-SAMPLE POLICY

Community Conversion Checklist-TEMPLATE

Community Improvements Plan-TEMPLATE

Community Rules Enforcement-SAMPLE POLICY

Community Rules-TEMPLATE

Conflict of Interest Policy & Disclosure Form-TEMPLATE

Conversion Calendar-TEMPLATE

Corporate Resolution to Borrow Acquisition Funds-TEMPLATE

Definition of MH Cooperative

Easel Sheets-SAMPLE

Election Board Members-TEMPLATE

**TRADEMARK**

**REEL: 003829 FRAME: 0702**

Empower BOD Resolution-TEMPLATE  
 Engineering Study Guidelines-TEMPLATE  
 Forming and Financing Resident Owned Communities  
 From Tenant to Owner  
 Ground Rules for Participation Policy-TEMPLATE  
 Income Approach Spreadsheet  
 Income Survey Form-TEMPLATE  
 Income Survey Results Worksheet  
 Incorporators' Minutes  
 Infrastructure Improvement Plan & Budget-TEMPLATE  
 Infrastructure Survey-TEMPLATE  
 Initial Information Sheet-FORM  
 Interim Board Meeting Agenda-SAMPLE  
 Joining Fee Agreement-TEMPLATE  
 Management Plan-TEMPLATE  
 Member Expulsion Policy & Forms-SAMPLE  
 Member Handbook-SAMPLE  
 Member Occupancy Agreement-TEMPLATE  
 Membership Committee Policies & Templates  
 Meredith Institute: Legal Frame Works  
 Non-member Occupancy Agreement  
 Notice of Rent Increase-TEMPLATE  
 Operating Expenses List-TEMPLATE  
 Operation Committee-Interim BOD-How To-TEMPLATE  
 Operations Committee Policy-SAMPLE  
 P & S Negotiated Sale-SAMPLE  
 Parliamentary Procedures for Resident Owned Communities- SAMPLE  
 Pre-acquisition Bylaws-TEMPLATE  
 Pre-development Loan Docs-PACKET  
 Privacy Policy with Opt-out Notice-SAMPLE  
 Pro-forma with CAP rate calculator-TEMPLATE  
 Property Conditions Report (also shown as Engineering Study Report)-TEMPLATE  
 Release of Information from Lender-TEMPLATE  
 Removal of Director-SAMPLE POLICY  
 Request for Acquisition Financing-CHECKLIST  
 Request for Acquisition Financing Letter-TEMPLATE  
 Resolution to Incorporate-TEMPLATE  
 Rules Committee How To-TRAINING TOOL & TEMPLATES  
 Sign-in Sheet-FORM  
 Signature Resolution-TEMPLATE  
 Share Values and Financing Manufactured Housing Communities: How They Relate  
 Subscription Agreement-TEMPLATE  
 Technical Assistance Agreement-TEMPLATE  
 What is [CTAP] & what is ROC USA™?-HANDOUT  
 Your Community Is "FOR SALE"!

**TRADEMARK**  
**REEL: 003829 FRAME: 0704**

## SCHEDULE A

### Registered Trademarks

<u>Mark</u>	<u>Registration No. &amp; Serial No.</u>	<u>Services</u>
THE MEREDITH INSTITUTE	Reg. No. 3380268 Serial No. 77/059980	Services are as listed in the registration

### Unregistered Trademarks

ROC USA, U.S.P.T.O. Serial No. 77/044,525, for services listed in the application

ROC USA, U.S.P.T.O. Serial No. 77/059,988, for services listed in the application

ROC USA RESIDENT OWNED COMMUNITIES BETTER TOGETHER (plus design),  
for the following services:

International Class 35: Providing business management consulting in the field of manufactured home communities; business management assistance; business management consulting; business management organization; professional business consulting; business information; business expertise; manufactured housing community management assistance; market studies; market research; economic forecasts; cost price analysis; promotion of partnerships between resident owned communities and community organizers, trainers, primary lenders, and sub debt lenders for lending in manufactured housing communities; advertising; issuing and updating of advertising texts for others.

International Class 41: Educational services, namely, teaching in the field of resident ownership of manufactured housing communities and lending practices; training seminars for community development practitioners, lenders, and homeowners.

International Class 36: Capital investment consultation; underwriting assistance relating to financing resident owned manufactured housing communities; financial services, namely, financial consultation, analysis, and planning; asset administration and management services for private, institutional, and business clients; intermediary services, credit enhancement and direct lending to Community Development Financial Institutions and resident owned communities.

ROC USA CERTIFIED TECHNICAL ASSISTANCE PROVIDER (plus design), for the following services:

International Class 35: Providing business management consulting in the field of manufactured home communities; business management assistance; business management consulting; business management organization; professional

business consulting; business information; business expertise; manufactured housing community management assistance; market studies; market research; economic forecasts; cost price analysis; promotion of partnerships between resident owned communities and community organizers, trainers, primary lenders, and sub debt lenders for lending in manufactured housing communities; advertising; issuing and updating of advertising texts for others.

International Class 41: Educational services, namely, teaching in the field of resident ownership of manufactured housing communities and lending practices; training seminars for community development practitioners, lenders, and homeowners.

International Class 36: Capital investment consultation; underwriting assistance relating to financing resident owned manufactured housing communities; financial services, namely, financial consultation, analysis, and planning; asset administration and management services for private, insitutional, and business clients; intermediary services, credit enhancement and direct lending to Community Development Financial Institutions and resident owned communities.

Any common law rights ASSIGNOR may hold in each of the above-listed marks